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August 30, 2017

Via ECF

Hon. Robert D. Drain  
United States Bankruptcy Court  
Southern District of New York  
300 Quarropas Street  
White Plains, New York 10601

**Re:** *Gustavia Home, LLC v. Deutsche Bank National Trust Company, as trustee  
for First Franklin Mortgage Loan Trust 2006-FF9, Mortgage Pass-Through  
Certificates, Series 2006-FF9, Specializes Loan Servicing, LLC*  
Adversary Proceeding No: 17-08233-rdd  
Request for Pre-Motion Conference

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Dear Judge Drain:

This firm represents defendants, Deutsche Bank National Trust Company, as trustee for First Franklin Mortgage Loan Trust 2006-FF9, Mortgage Pass-Through Certificates, Series 2006-FF9 (the "Trust") and Specializes Loan Servicing, LLC ("SLS") (the Trust and SLS together, the "Defendants"), in the above-referenced adversary proceeding. Pursuant to Local Bankruptcy Rule 7056-1, Defendants respectfully submit this request for a conference prior to making a motion for summary judgment pursuant to the Fed. R. Bankr. P., Rule 7056 (incorporating Fed. R. Civ. P., Rule 56) to dismiss this action.

This action was commenced by plaintiff, Gustavia Home, LLC ("Plaintiff") by filing a Summons and Adversary Complaint seeking to subordinate the Trust's mortgage loan, in whole or in part, to the second mortgage held by Plaintiff on the basis that a Modification Agreement entered into between the debtor, Karen B. Beltran, and Defendants on February 7, 2017 (the "Modification") "substantially impair[ed] the security interest" of Plaintiff, as junior mortgagee and asserting a claim for unjust enrichment. Defendants timely filed and served an Answer to the Adversary Complaint, pursuant to stipulation, on June 29, 2017.

Pursuant to your Honor's direction at the conference held on July 26, 2017 and in an effort to resolve this matter, Defendants provided a copy of the Modification to Plaintiff's counsel for review on August 8, 2017. The Modification clearly stated that the interest rate on the modified loan was lowered from 7.5% to 2% (to increase to 4.25% over the term of the loan). Moreover, the Modification established that the alleged "increased principal" referred to in the Adversary Complaint is comprised of deferred interest, fees, escrow advances, and other costs associated with and otherwise due and owing under the terms of the original mortgage and note which sums are non-interest bearing pursuant to the terms of the Modification.

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Despite your honor's direction to confer after the Modification was transmitted and this office reaching out to Plaintiff's counsel on numerous occasions to discuss the implications of the Modification to this proceeding, opposing counsel has not made himself available to discuss the relevant issues, including the possible discontinuance, of this action. Most recently, on August 22, 2017, this office was advised that Plaintiff's counsel was still reviewing the 11 page document and needed additional time to determine if a discontinuance was appropriate. As of today, August 30, 2017, Plaintiff's counsel has failed to further respond to our inquiries and attempts to resolve this matter.

Based on the foregoing, Defendants respectfully request a pre-motion conference with the court prior to making its motion.

Thank you in advance for your anticipated courtesies in this matter. If you have any questions, please feel free to contact us.

Respectfully submitted,

McGlinchey Stafford PLLC

A handwritten signature in black ink, appearing to read 'KR' followed by a stylized flourish.

Kristen D. Romano

cc: Rafi Hasbani, Esq. (via ECF)